

In the Supreme Court of the State of Idaho

IN RE: APPROVAL OF FORMS
PERTAINING TO BAIL BONDS

)
)
) ORDER

The Court having reviewed a recommendation from the Bail Bonds Guidelines Committee for approval of forms pertaining to bail bonds, and the Court being fully informed;
NOW, THEREFORE, IT IS HEREBY ORDERED, that the following forms be, and the same are hereby, approved:

- (1) Certificate of Surrender, approved pursuant to Idaho Code § 19-2905(6);
- (2) Affidavit of Appointment to Arrest, approved pursuant to Idaho Code § 19-2914;
- (3) Promissory Note, approved pursuant to Idaho Code 19-2909; and
- (4) Property Bond – Real Property, and Property Bond – Personal Property, approved pursuant to Idaho Code § 19-2909.

IT IS FURTHER ORDERED, that this order shall be effective immediately.

DATED this 14 day of August, 2009.

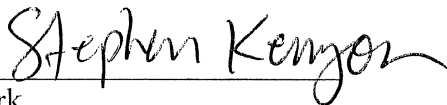
By Order of the Supreme Court



Daniel T. Eismann
Chief Justice

ATTEST:

Clerk

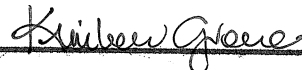


I, Stephen W. Kenyon, Clerk of the Supreme Court of the State of Idaho, do hereby certify that the above is a true and correct copy of the Order entered in the above entitled cause and now on record in my office.
WITNESS my hand and the Seal of this Court 8/18/09

STEPHEN W. KENYON

Clerk

By:



Deputy

IN THE DISTRICT COURT OF THE _____ JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF _____

STATE OF IDAHO,

Plaintiff,

vs.

_____,
Defendant.

Case No.: _____

Bond No.: _____

Bond Amount: \$ _____

CERTIFICATE OF SURRENDER

Pre-Forfeiture of Bail:

- ☐ For the purpose of surrender of the defendant pursuant to I.C. 19-2913(1), the undersigned certifies that he/she surrendered the defendant to the county sheriff where the action is pending, on the _____ day of _____, 20____, at the hour of _____.

Post-Forfeiture of Bail:

- ☐ For the purpose of surrender of defendant after forfeiture of bail, the undersigned certifies that he/she surrendered the defendant to the _____ County Sheriff on the _____ day of _____, 20____ at the hour of _____.

AUTHORIZED REPRESENTATIVE /
PERSON POSTING BAIL

AUTHORIZED REPRESENTATIVE /
PERSON POSTING BAIL PRINTED NAME

DATE

VERIFICATION OF OFFICER

☐ As evidence of surrender by the Bail Agent/Authorized Representative, the undersigned officer of the _____ County Sheriff's Department has incarcerated the defendant this _____ day of _____, 20____, at the hour of _____.

☐ As evidence of the self-surrender by the Defendant pursuant to I.C. 19-2913(4), the undersigned officer of the _____ County Sheriff's Department has incarcerated the defendant in lieu of the bail originally set by the court.

Deputy Sheriff

Phone Number

Date

IN THE DISTRICT COURT OF THE _____ JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF _____

THE STATE OF IDAHO,)	
)	Case No. _____
Plaintiff,)	
v.)	AFFIDAVIT OF APPOINTMENT
)	TO ARREST
_____,)	
)	
Defendant.)	
_____)	

I, _____, being duly sworn, depose and state as follows:

1. I am a [licensed bail agent in the State of Idaho authorized by (name of surety insurance company) to execute or undersign undertakings of bail in connection with judicial criminal proceedings, which company has posted the bail bond in the above-entitled case] [the person who has posted bail in the above-entitled case].

2. I hereby extend my authority and empower _____, a person of suitable age and discretion, to arrest _____, the defendant in the above-entitled case, at any place in the State of Idaho under the provisions of the Idaho Bail Act, Idaho Code § 19-2901 *et seq.*

3. This authority to arrest the defendant shall continue until the bail bond posted in this case has been exonerated or until such authority is revoked.

DATED this _____ day of _____, 20_____.

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me a Notary Public for the State of Idaho, personally appeared _____, known to me and/or identified to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

Notary Public
Residing at _____
Commission Expires _____

IN THE DISTRICT COURT OF THE _____ JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF _____

THE STATE OF IDAHO,)	
)	Case No. _____
Plaintiff,)	
v.)	PROMISSORY NOTE
)	
_____,)	
)	
Defendant.)	
_____)	

[I] [We] promise to pay _____ County the sum of \$ _____, which is the amount that the court has set as bail as in the above-entitled case, in the event that the defendant _____ fails to appear in court as ordered at all hearings and proceedings until the case is resolved. Such payment shall be made in the event that the court orders forfeiture of the bail following the defendant's failure to appear, as provided in the Idaho Bail Act, Idaho Code § 19-2901 *et seq.*, and within the time prescribed in Idaho Code § 19-2918. This promise is secured by the property bond that has been filed in the above-entitled case. Should such property be sold to satisfy payment of the bail, [I] [we] further promise to pay all attorney fees and costs arising from the sale of the property.

DATED this _____ day of _____, 20____.

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me a Notary Public for the State of Idaho, personally appeared _____, known to me and/or identified to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

Notary Public
Residing at _____
Commission Expires _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the _____ day of _____, 20____, I caused a true and correct copy of the foregoing document to be delivered to the following in the method marked herein:

____ Mailed
____ Hand-Delivered
____ Faxed to (_____)
____ Mailed and Faxed

IN THE DISTRICT COURT OF THE _____ JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF _____

THE STATE OF IDAHO,)	
)	Case No. _____
Plaintiff,)	
v.)	PROPERTY BOND – REAL PROPERTY
)	
_____,)	
)	
Defendant.)	
_____)	

[I] [We], _____, being duly sworn upon oath, depose and state as follows:

1. [I] [We] reside at _____.
2. [I am] [We are] the owner[s] of property located in the State of Idaho at the following address: _____, and described as follows: _____.
3. There are no other owners of the above-described property.
4. [I] [We] acknowledge that the above-named defendant is charged in this case with the following offenses: _____.
5. [I] [We] acknowledge that bail has been set by the court in this case at \$_____.
6. By this property bond, [I] [we] guarantee that the defendant will appear in court as ordered at all hearings and proceedings where the defendant's presence is required until the case is resolved.

7. [I] [We] have executed a promissory note pledging to pay to _____ County the full amount of the bail if the defendant fails to appear as required by the court. Such payment shall be made as provided in the Idaho Bail Act, Idaho Code § 19-2901 *et seq*, and within the time established by Idaho Code § 19-2918.

8. [I] [We] pledge, under the provisions of Idaho Code § 19-2909, the above-described property as security for the guarantee that the defendant will appear in court as ordered in this case. [I] [We] agree and understand that in the event that the court orders forfeiture of the bail following the defendant's failure to appear in court as ordered, and if [I] [we] should fail to make remittance of the forfeiture as provided in Idaho Code § 19-2918, the above described property may be sold to satisfy payment of the bail. In such event, [I] [we] shall also be required to pay all attorney fees and costs arising from the sale of the property.

9. The tax-assessed value of the above-described property is \$_____. The following documentation establishing such value is attached: _____.

10. The above-described property is subject to the following liens and encumbrances: _____. The following documentation reflecting such liens and encumbrances is attached: _____. There are no other liens or encumbrances on the property.

11. [I] [We] agree that [I] [we] shall not sell, lease, or encumber the property in any way without first informing the court. [I] [We] further agree that should [I] [we] become aware of any liens or encumbrances on the property in addition to those listed above [I] [we] shall immediately inform the court.

12. [I] [We] understand and agree that this property bond shall be recorded in the county in which the above-described property is located, that [I] [we] shall pay all recording fees and

costs, and that this bond when so recorded shall constitute a lien on the above-described real property.

DATED this _____ day of _____, 20____.

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me a Notary Public for the State of Idaho, personally appeared _____, known to me and/or identified to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

Notary Public
Residing at _____
Commission Expires _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the _____ day of _____, 20____, I caused a true and correct copy of the foregoing document to be delivered to the following in the method marked herein:

____ Mailed
____ Hand-Delivered
____ Faxed to (_____)
____ Mailed and Faxed

IN THE DISTRICT COURT OF THE _____ JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF _____

THE STATE OF IDAHO,)	
)	Case No. _____
Plaintiff,)	
v.)	PROPERTY BOND – PERSONAL PROPERTY
)	
_____,)	
)	
Defendant.)	
_____)	

[I] [We], _____, being duly sworn upon oath, depose and state as follows:

1. [I] [We] reside at _____.

2. [I am] [We are] the owner[s] of property described as follows:

_____.

3. There are no other owners of the above-described property.

4. [I] [We] acknowledge that the above-named defendant is charged in this case with the following offenses: _____.

5. [I] [We] acknowledge that bail has been set by the court in this case at \$_____.

6. By this property bond, [I] [we] guarantee that the defendant will appear in court as ordered at all hearings and proceedings where the defendant's presence is required until the case is resolved.

7. [I] [We] have executed a promissory note pledging to pay to _____ County the full amount of the bail if the defendant fails to appear as required by the court. Such payment shall be made as provided in the Idaho Bail Act, Idaho Code § 19-2901 *et seq*, and within the time established by Idaho Code § 19-2918.

8. [I] [We] pledge, under the provisions of Idaho Code § 19-2909, the above-described property as security for the guarantee that the defendant will appear in court as ordered in this case. [I] [We] agree and understand that in the event that the court orders forfeiture of the bail following the defendant's failure to appear in court as ordered, and if [I] [we] should fail to make remittance of the forfeiture as provided in Idaho Code § 19-2918, the above described property may be sold to satisfy payment of the bail. In such event, [I] [we] shall also be required to pay all attorney fees and costs arising from the sale of the property.

9. The value of the above-described property is \$_____. The following documentation establishing such value is attached: _____.

10. The above-described property is subject to the following liens and encumbrances: _____. The following documentation reflecting such liens and encumbrances is attached: _____. There are no other liens or encumbrances on the property.

11. [I] [We] agree that [I] [we] shall not sell, lease, or encumber the property in any way without first informing the court. [I] [We] further agree that should [I] [we] become aware of any liens or encumbrances on the property in addition to those listed above [I] [we] shall immediately inform the court.

12. [I] [We] understand and agree that this property bond shall be recorded with the Office of the Secretary of State pursuant to Idaho Code § 28-9-501, that [I] [we] shall pay all

recording fees and costs, and that this bond when so recorded shall constitute a lien on the above-described real property.

DATED this _____ day of _____, 20____.

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me a Notary Public for the State of Idaho, personally appeared _____, known to me and/or identified to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

Notary Public
Residing at _____
Commission Expires _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the _____ day of _____, 20____, I caused a true and correct copy of the foregoing document to be delivered to the following in the method marked herein:

____ Mailed
____ Hand-Delivered
____ Faxed to (_____)
____ Mailed and Faxed
